

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

PETRO INDUSTRIAL SOLUTIONS, LLC,

Plaintiff,

v.

ISLAND PROJECT AND OPERATING SERVICES,
LLC; VITOL US HOLDING II CO.; VITOL VIRGIN
ISLANDS CORP.; ANDREW CANNING; and OPTIS
EUROPE, LTD.,

Defendants.

CIVIL NO. 1:21-CV-00312

**NOTICE OF COMBINED DEPOSITION OF
ADRIAN MELENDEZ JR. AND RULE 30(b)(6) DEPOSITION OF PLAINTIFF**

PLEASE TAKE NOTICE that, pursuant to Rules 30(b)(1) and 30(b)(6) of the Federal Rules of Civil Procedure, at 9:30 a.m. AST on April 28, 2023, counsel for Defendants Vitol U.S. Holding II Co. and Vitol Virgin Islands Corp. will take the deposition of Adrian Melendez Jr. and the deposition of Petro Industrial Solutions, LLC at the offices of Beckstedt & Kuczynski LLP, 2162 Church Street, Christiansted, St. Croix, USVI 00820, or at another place and time mutually agreeable to counsel. The deposition will be of Adrian Melendez Jr. both as an individual and as the representative of Petro Industrial Solutions, LLC. The topics of testimony for the Rule 30(b)(6) deposition of Petro Industrial Solutions, LLC are listed in Exhibit 1.

The deposition will be taken before a duly qualified notary public or other officer authorized by law to administer oaths. The deposition will be taken for the purpose of discovery, to perpetuate the testimony of the witness for use at trial, and for all other purposes permitted under the Federal Rules of Civil Procedure. The deposition will be recorded by stenographic means, audiotaped, and videotaped. The deposition will continue from day to day until completed.

Dated: April 7, 2023

Respectfully submitted,

s/ Carl A. Beckstedt III

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Attorneys for Vitol Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this April 7, 2023 the foregoing will be served upon all counsel of record pursuant to the Court's electronic filing system and a copy will be served upon the court reporter via email as follows:

Susan C. Nissman-Coursey, RMR
Caribbean Scribes, Inc.
1244 Queen Cross Street, Suite 1A
Christiansted, VI 00820
susan@caribbeanscribes.com

s/ Carl A. Beckstedt III

Exhibit 1

Definitions and Instructions

1. “Petro,” “You,” and “Your” refer to Plaintiff Petro Industrial Solutions, LLC, including any officer, employee, agent, director, representative, consultant, contractor, attorney, or person acting under Petro’s control or on behalf of Petro, or any predecessors or successors in interest of Petro.
2. “Lawsuit” refers to *Petro Industrial Solutions, LLC v. Island Project and Operating Services, LLC, et al.*, No. 1:21-cv-00312 (D.V.I.).
3. “IPOS” refers to defendant *Island Project and Operating Services, LLC*.
4. “Welders’ Qualifications” refers to the Welder Performance Qualification Records that Petro produced at PIS000186-PIS000191.

Topics

1. The factual basis for Your allegations of unlawful discrimination against each defendant in this Lawsuit.
2. The factual basis for Your allegations of defamation against each defendant in this Lawsuit, including the identification of each defamatory statement you allege was made, when it was made, by whom it was made, to whom it was made, and alleged impact or injury you claim resulted from it.
3. The factual basis for Your allegations of tortious interference against each defendant in this Lawsuit.
4. The identification of all persons and entities who You contend have knowledge of any alleged discrimination or defamation against You by any defendant in this Lawsuit.
5. Your responses to Interrogatories served by defendants in this Lawsuit.
6. Your communications with any third parties regarding this Lawsuit.
7. Your search for and production of documents in this Lawsuit.
8. Your understanding of the terms and the parties’ respective rights and obligations under the September 1, 2019 Maintenance Contract between Petro and IPOS.

9. All work You performed for IPOS under the September 1, 2019 Maintenance Contract.
10. Any effort made by You or by third parties to verify the welding credentials or qualifications of any employees or contractors working for You in connection with work You performed for IPOS under the September 1, 2019 Maintenance Contract, including any verification, inspection, or report conducted by representatives of Acuren Industrial Services or Versa Integrity Group.
11. The qualifications of Your employees, including all efforts you made to verify the accuracy of the Welders' Qualifications or the credentials or qualifications of Guillermo Castro.
12. All communications between You and Guillermo Castro in or after July 2021 regarding the Welders' Qualifications or this Lawsuit.
13. Your compliance with laws, rules, regulations, and industry standards relating to work You performed for IPOS under the September 1, 2019 Maintenance Contract.
14. The factual basis for Your contention that Petro lost profits from any of the alleged wrongful conduct in this Lawsuit, including Your contention that (a) any of the following projects would have been awarded to You by IPOS under the Maintenance Contract, and for each such project (b) when You contend the project would have been awarded, (c) when You contend the work would have started and concluded, (d) how much it would have cost You to perform each project, and (e) how much you contend You would have been paid by IPOS for each project:

1	MLA Removal in STX
2	Replacement of rotating Dolphins at STX
3	Replacement Transfer Pumps for STX and STT
4	Replacement 2-way Radios for STX and STT
5	Replacement Portable Gas Testers for STX and STT
6	Painting of Control Room at STX and STT
7	Painting of Pipe at STX and STT
8	Replacement block valves for Pumps and Tanks at STX and STT
9	Additional Stainless Steel Gearboxes and Brackets for Manual Valves
10	Repair of CCTV systems at both STX and STT
11	Annual Outages at both STX and STT
12	Annual Boiler Maintenance at both STX and STT
13	Annual Tank Level Gages Maintenance and Repair
14	API Tank Inspections for STX and STT
15	Boiler Feed Pump Replacements for STT and STX
16	Maintenance of new Security System at STT and STX
17	Mound settlement repairs at both STT and STX
18	Valves and control revision for 'on the fly' switching of Vaporizers

19	Dock Hose Emergency Disconnects
20	Portable Nitrogen Generator for STX
21	Stainless Steel Bolts for replacement of rusted bolts in STT and STX
22	Replacement Grating on Fire Pump platform at STX
23	Tank PRV double block and bleed Valves
24	Maintenance on Export Pump Motors
25	Replacement wet end of Fire Pumps at both STT and STX
26	Design and installation of Fire Pump test loop at both STT and STX
27	Electrical test equipment
28	Purchase of VINCO valves
29	Rotork Actuators Annual Service/Repair
30	Semi-annual checks on the Nitrogen Generator and Air

15. Your accounting and financial reporting during 2019, 2020, and 2021, including but not limited to Your (a) accounting and financial document keeping practices, (b) methods of accounting for revenues, costs, profits and profit allocation, losses, (c) pass-through of profits to Adrian Melendez Jr. or any other individual, and (d) custodian(s) of your accounting and financial documents.
16. For 2019, 2020, and 2021, Your estimates, projections, forecasts, budgets, business plans, strategic plans, operating plans, and financial plans.
17. Your financial performance on annual basis from 2019 to the present, including profit margins.
18. All monetary and nonmonetary compensation or benefits provided to Your employees and contractors from 2019 to the present, and the costs You incurred to provide those compensation or benefits. These compensation or benefits include but are not limited to health insurance, life insurance, retirement benefits, workers' compensation, housing, transportation, or any other expense reimbursement, or any other compensation related expense.
19. The organization and corporate structure of Petro, including all members, managers, employees, and contractors.